



Transport
Canada

Transports
Canada

Tower "C", Place De Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5

September 18, 2017

Subject: Request for Proposal T8080-170155

Risk assessment of ship-source oil spills in northern British Columbia

Dear Sir or Madam:

The Department of Transport has a requirement to establish a competitive contract for Services for a Risk Assessment commencing from contract award in accordance with the Terms of Reference attached hereto as Appendix "B".

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package "**BID/PROPOSAL T8080-170155**", together with the title of the work, name and address of your firm, and address it to:

Transport Canada
Tower "C", Place de Ville
Mail Room Operations – Food Court Level
330 Sparks Street
Ottawa, Ontario K1A 0N5

Proposals must be received at the above noted address **no later than 14:00 hours (2 p.m.) Ottawa local time on October 27th, 2017. It is the bidder's responsibility to deliver their proposal prior to tender closing. Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.**

Proposals submitted by **Fax, E-mail or Internet** will **not** be accepted.

Note: It is the practice for local couriers to deliver directly to the above noted address. However, we have noted that out-of-town couriers deliver to our main mailroom, which requires an internal mail delivery that can delay reception of the bid by Tender Reception. If your proposal is sent from outside the National Capital Region, please **ensure** that the courier company delivers it **directly** to the above noted Tender Address no later than the time and date specified herein.

Proposals will be evaluated in accordance with the pre-determined Evaluation Criteria and methodology specified in Appendix "B".

PROPOSALS ARE TO BE SUBMITTED USING THE FOLLOWING TWO-ENVELOPE SYSTEM.

ENVELOPE 1 - TECHNICAL PROPOSAL

Your proposal is required to form the basis of a contractual agreement and should respond to all requirements detailed in the Terms of Reference in sufficient detail to enable evaluation in accordance with the Evaluation Criteria including:

- an indication of an understanding of the requirements and responsibilities of the project;
- a summary of company experience directly related to the Terms of Reference;
- names of resource(s) proposed to be assigned to the work, together with a résumé of related experience and a contingency plan in the event the resource becomes unavailable;
- Insurance liabilities and drivers records as defined in Terms of Reference;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project;

FOUR (4) copies of the Technical Proposal are required.

NOTE: NO COST INFORMATION IS TO BE INCLUDED IN ENVELOPE 1.

ENVELOPE 2 - COST PROPOSAL

Bidders shall complete and return **TWO** (2) copies of the "Offer of Services" (Appendix "A") form in Envelope 2.

Note: Only cost information shall be provided in Envelope 2. All technical information supporting the proposal must be in Envelope 1 as Envelope 2 will only be opened after the technical evaluation is complete, and only if the technical proposal achieves at least the minimum score(s) indicated in the Evaluation Criteria.

Proposals that do not meet all the MANDATORY requirements will not be considered, and the Cost envelope will be returned to the bidder unopened.

The Offer of Services form is to be signed in accordance with the Requirements for Signature attached hereto as Appendix "G".

Both Technical Proposal and Cost Proposal envelopes are to be sealed and submitted together in a third envelope addressed to the Tender Reception address shown on Page 1 of this letter.

In the event that you are the successful bidder, you will be expected to enter into an agreement that includes the General Conditions attached hereto as Appendix "C".

In the event that you are the successful bidder, you will be expected to enter into an agreement that includes the Supplemental Conditions for Confidentiality attached hereto as Appendix "D".

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Osman Zakir, Transport Canada, FAX: (613) 991-0854, e-mail osman.zakir@tc.gc.ca, and must be received **before 12:00 hours (noon) EDT on October 20th, 2017**. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

If other information is required, you are requested to contact Osman Zakir at 613-991-3687 or by fax at 613-991-0854.

The lowest or any Proposal will not necessarily be accepted.

Canada reserves the right to:

- a) Cancel the bid solicitation at any time;
- b) Reissue the bid solicitation; and
- c) Negotiate with the sole responsive bidder to ensure best value to Canada.
- d) Reject any or all bids received in response to the bid solicitation;

By submitting a proposal, the Bidder acknowledges Canada's rights under this section and waives any right, or cause of action, against Canada by reason of Canada's failure to accept the proposal submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise".

Yours truly,

Osman Zakir
Transport Canada Team Leader
275, Sparks Street
Ottawa, Ontario - K1A 0N5
Tel.: 613-991-3687
Fax: 613-991-0854
E-Mail: osman.zakir@tc.gc.ca

Canada

TRANSPORT CANADA

APPENDIX "A"

OFFER OF SERVICES

OFFER FOR: Risk assessment of ship-source oil spills in northern British Columbia

OFFER SUBMITTED BY:

_____ (Name of Company)

_____ (Complete Address)

GST Number _____ **PBN Number** _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

1. The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") as represented by the Minister of Transport (hereinafter referred to as "the Minister") to furnish all necessary expertise, supervision, materials, equipment and all other things necessary to complete to the entire satisfaction of the Minister or his authorized representative, the work described in the Terms of Reference which are attached hereto as Appendix "B".
2. The Contractor hereby offers to perform and complete the work at the place and in the manner set out in accordance with the following documents:
 - (i) This Offer form marked Appendix "A", attached hereto and entitled "Offer of Services";
 - (ii) Document marked Appendix "B", attached hereto and entitled "Terms of Reference";
 - (iii) Document marked Appendix "C", attached hereto and entitled "General Conditions";
 - (iv) Document marked Appendix "D", attached hereto and entitled "Supplementary Conditions – Confidentiality Clause";
 - (v) Document marked Appendix "E", attached hereto and entitled "Travel"

3. Period of Services

The period of the Contract is from the date of Contract Award to a date based on the deliverable dates identified in Article 2.1 of the Terms of Reference. This date will not be beyond March 31, 2019.

3.1 Option to Extend the Contract

No option periods.

4. Cost Proposal

4.1 Professional Services and Associated Costs

The Contractor shall tender an all-inclusive fixed price for the conduct of all work as described in the Statement of Work. In addition, the Contractor shall provide a breakdown of the tendered all-inclusive fixed price in accordance with the requirements identified in the attached Annex "A-1". All rates are in Canadian Funds.

The price includes all expenses that may be incurred in providing the services, such as profit, overhead, administrative costs, equipment and materials.

Phase	Total
Phase I – Finalization of Schedule and Plan	
Phase II – Prepare Risk Assessment Tools	
Phase III – Identify Data Sets	
Phase IV – Obtain and Restructure the Data Sets	
Phase V – Revise Risk Assessment Methodology	
Phase VI – Perform risk assessment for northern British Columbia, including stakeholder engagement	
Phase VII - Co-ordinate and conduct peer review of the risk report for northern British Columbia	
Phase VIII – Update risk assessment tools as required	
Phase IX – Complete final risk report for northern British Columbia	
Phase X - Deliver final geospatial data outputs for northern British Columbia	

An all-inclusive fixed price of contract period:

\$ _____
(GST/HST extra)

4.2 Travel Expenses

Travel Expenses are to be included in the all-inclusive fixed price.

4.3 Method of Payment

Payment will be made upon completion of all services to the satisfaction of the Departmental Representative, and upon receipt of an invoice submitted in accordance with the instructions provided in any contract concluded as a result of the acceptance of this offer.

The Department reserves the right to negotiate an acceptable payment schedule prior to the award of any contract concluded as a result of the acceptance of this offer.

5. Provincial Sales Tax (PST)

Federal government departments are exempt from Provincial Sales Tax under authority of licences or certificates, which will be indicated in any resulting contract. The Contractor is not relieved of any obligation to pay provincial sales taxes on taxable goods or services used or consumed in the performance of the work.

6. Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)

The prices and rates quoted herein are not to include any provision for the Goods and Services Tax or the Harmonized Sales Tax.

7. Appropriate Law

Any contract awarded as a result of this Request for Proposal shall be governed by and construed in accordance with the laws in force in the Province/Territory of Ontario, Canada.

8. Tender Validity

The Contractor agree(s) that this Offer of Services will remain firm for a period of 90 calendar days after the proposal closing date.

9. Proposal Documents

The Contractor herewith submits the following:

- (a) A proposal in **four (4)** copies to undertake the work in accordance with the requirements detailed in the Request for Proposal documents.
- (b) **Two (2)** copies of this Offer of Services, duly completed and signed.

OFFERS THAT DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR DEVIATE FROM THE COSTING FORMAT MAY BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE.

10. Signatures

The Contractor herewith submits this proposal in accordance with the requirements specified in the Request for Proposal documents.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2017

In the presence of

Per _____
NAME OF COMPANY

Per _____
(Signing Officer and Position)

(Signature of Witness)

Per _____
(Signing Officer and Position)

(Signature of Witness)

ANNEX “A-1” - Professional Services – Risk Assessment

PRICE BREAKDOWN FOR T8080-170155

Bidders shall provide a breakdown of the Fixed Price quoted in Article 4.1 of this Offer of Services in accordance with the following requirements.

1. Initial Contract period - Professional Services (rates to include overhead, G&A, profit, etc.)

Initial contract

<u>Resource Category</u>	<u>Hourly Rate per resource</u>	<u>Estimated hours per resource</u>	<u>Total Amount</u>
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1.1 Associated Costs (long distance telephone, reproduction costs, etc.)

NOTE: The above cost breakdown is required to provide an indication of the level of effort and other activities proposed by the bidder, and may be used to facilitate the evaluation of the proposal. The breakdown is provided solely in support of the tendered all-inclusive fixed price for Professional Services and Associated Costs. **The tendered all-inclusive fixed price will prevail in the event of any discrepancies between the two.**

APPENDIX “B”

TERMS OF REFERENCE/SELECTION CRITERIA

A.1.0 PROJECT SCOPE

A.1.1 Title: Risk assessment of ship-source oil spills in northern British Columbia

A.1.2 Background and Objectives:

As part of the Ocean’s Protection Plan, Transport Canada (TC) is building internal capacity to perform risk assessments that evaluate the probability and potential consequences of marine ship-source oil spills. To support this work, TC needs analytical tools that:

- analyze vessel movements to determine the probability of an incident occurring that could lead to an oil spill; and
- predict the potential movement of an oil spill in the environment based on local conditions (wind, currents, etc.).

TC is seeking a Contractor to develop the software tools necessary to complete a marine ship-source oil spill risk assessment and then to test the tools by performing a risk assessment in northern British Columbia.

This work will build upon past risk assessments that have been completed for the Government of Canada. The Contractor will use a risk assessment methodology previously adopted by the Government of Canada to design the software tools and then to perform the risk assessment for northern British Columbia. The winning bidder may adjust the Government of Canada methodology as required, but all proposed changes must be accepted by the project authority (TC).

In terms of this specific work, the Project is divided into 10 Phases (see A.2.1). TC requires as further defined herein the services of a Contractor to:

1. Develop and finalize a project schedule and plan;
2. Prepare risk assessment tools;
3. Identify data sets;
4. Obtain and restructure data sets;
5. Revise risk assessment methodology;
6. Perform risk assessment for northern British Columbia, including stakeholder/partner engagement;
7. Co-ordinate and conduct Peer Review of the risk report for northern British Columbia;
8. Update risk assessment tools as required;
9. Complete final risk report for northern British Columbia; and
10. Deliver final geospatial data outputs for northern British Columbia.

A.1.3 Key Assumptions:

It is assumed that:

- a) The methodology used for this project will be based upon the oil spill risk assessment methodology adopted by Transport Canada (see Appendix B);
- b) Any updates or changes to the methodology must be approved by TC;
- c) The Contractor does not have to use the same software tools that were used for previous risk assessments conducted for TC. However, all outputs from the software must be compatible with ArcGIS (see assumption i).
- d) The contractor will be responsible for developing the software tools required to run the risk assessment and providing these to Transport Canada;
- e) The geographic scope for the northern British Columbia risk assessment is defined as extending from the base of the continental shelf slope in the west, the western most point being -129.75° (near Kitsault, BC), to the coast watershed in the east, the eastern most point being -133.8° (off the coast of Haida Gwaii). From north to south, the boundary extends from the Canada-US border of Alaska, the northern most point being 54.65°, to Brooks Peninsula on northwest Vancouver Island and to Quadra Island in the south, the southernmost point being 49.99°. All coordinates are in decimal degrees.
- f) The contractor will be responsible for preparing appropriate materials to present the risk assessment methodology and the results to stakeholders;
- g) The Contractor must pay for any costs associated with renting facilities, equipment to carry out the stakeholder meetings etc. which are of an operational or logistical basis. **Please note** that TC has a Community Participation Funding Program to provide federal funding to encourage the participation of eligible Indigenous and local communities and organizations in Regional Response Planning. See www.tc.gc.ca/eng/marinesafety/Community-Participation-Funding-Program-4445.html for more details;
- h) All Costs associated with the conducting of the Peer Review will be borne by the Contractor; and
- i) The outputs from the risk assessment tools must be compatible with ArcGIS version 10.2. As well, the Consequence calculations for the risk assessment must be done with ArcGIS.

A.1.4 Estimated Value:

The estimated value for the Project is a maximum of \$1,600,000 (plus HST) including travel, living, additional expenses and all applicable taxes.

A.2.0 PROJECT REQUIREMENTS

A.2.1 Tasks and Deliverables:

The work is expected to be completed over a sixteen (16) month period, with an additional year of technical support to follow for the software tools. Due to the timelines of this Project, it may be necessary for the Contractor to simultaneously perform certain elements of the project to ensure that the milestones are completed on schedule. The project is expected to include the following phases of work:

Contractor Tasks	Contractor Deliverable	Estimated Completion
Phase I – Finalization of Schedule and Plan	Finalized Project Schedule and Plan	15 working days after contract award
The Contractor's Project Lead must participate in a half day introductory meeting at a site provided by the TC Project Authority to discuss the Project Schedule and Plan. The Contractor must have a draft of the project schedule ready for this meeting and must submit it to the TC Project Authority at least two (2) days prior to the meeting.		

Contractor Tasks	Contractor Deliverable	Estimated Completion
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At this meeting the TC Project Authority will answer the Contractor's questions and provide any clarity that is required for the Contractor to complete the project plan.

Within five (5) days of the meeting, the Contractor must submit the revised Project Plan and Schedule to the TC Project Authority for final approval.

Phase II – Prepare Risk Assessment Tools

Using the risk assessment methodology provided in Appendix B, the Contractor must develop two tools for TC to use so that they can run future risk assessments.

Spill Probability Model

Spill Trajectory Tool

80 working days after Phase I complete

1. Spill Probability Model

The Contractor must provide Transport Canada with a computer software that can estimate the probability of a potential oil spill by:

- Using Automated Identification System information, including information from the Canadian Coast Guard, to predict traffic flows and the movement of bulk oil
- Incorporating proposed future vessel traffic into the model to show how new traffic can change the probability of a potential oil spill
- Having the ability to show the probability of different incident types, including:
 - a two-vessel collision;
 - a vessel grounding;
 - a vessel striking a fixed object;
 - a cargo transfer incident;
 - a fire or explosion; or
 - hull failure.
- Including the elements of Canada's marine safety regime in the calculation and being able to demonstrate how these elements change the probability of incidents and oil spills occurring.
- Being able to model the probability of a spill in a confined waterway (for example, a river system or a harbor)
- Using environmental conditions (wind, waves, currents) in the calculation, particularly the calculation for drifting vessels.
- Having different ship classes in the model so that potential incidents are being modelled using the specific classes vessels that could be involved.

The results of this computer software must be presented on a heat map that shows the probability of vessels incidents overall (all incidents) and for each incident type. As well, for each incident type, the computer software must provide an estimate of the annual probability of that incident type occurring.

All outputs from this model must be compatible with ArcGIS.

2. Spill Trajectory Model

The Contractor must also provide Transport Canada with a computer software that can predict the trajectory of an oil spill. The Contractor must provide Transport Canada with a three-dimensional physical fates model that calculates the distribution (as mass and concentration) of whole oil

Contractor Tasks	Contractor Deliverable	Estimated Completion
<p>and oil components on the water surface, on shorelines, in the water column, and in sediments.</p>		
<p>The model utilizes a spatially and temporally varying definition of winds and currents to transport the spill on the surface, in the subsurface and on the shoreline. Oil fate processes included are oil spreading (gravitational and by shearing), evaporation, transport, randomized dispersion, emulsification, entrainment (natural and facilitated by dispersant), dissolution, volatilization of dissolved hydrocarbons from the surface water, adherence of oil droplets to suspended sediments, adsorption of soluble and sparingly-soluble aromatics to suspended sediments, sedimentation, and degradation.</p>		
<p>As part of this contract, Transport Canada is to receive three indefinite licenses to use each piece of software and a year of technical support (from when the tools are delivered). Should Transport Canada require additional support beyond the initial year, a separate contract would be negotiated with the Contractor.</p>		
<p>Phase III – Identify Data Sets</p>		
<p>The Contractor must identify all of the data sets that will be required to run the risk assessment and submit a list of these data sets to the TC Project Authority for review. The list must also include the potential source of the data. The Contractor will also be responsible for submitted a data gathering strategy that will outline how all of the information required for the risk assessment will be collected.</p>	<p>Identification of Data Sets</p>	<p>15 working days after Phase I complete</p>
<p>For any data that the Contractor requires that is held by either Fisheries and Oceans Canada or Environment and Climate Change Canada, the TC Project Authority will support the acquisition of this information.</p>	<p>Development of Data Gathering Strategy</p>	<p>30 working days after Phase I complete</p>
<p>The Contractor must identify in writing a working list of data sets, based on the preliminary list, for written approval by the TC Project Authority within 15 days from the approval of the Project Plan and Schedule under Phase I. The list must identify the sources and the method of acquisition for each data set.</p>		
<p>Should the TC Project Authority not approve of the working list proposed by the Contractor they will work with the Contractor to find a mutually acceptable alternative.</p>		
<p>Phase IV – Obtain and Restructure the Data Sets</p>		
<p>The Contractor will be responsible for implementing their data gathering strategy to assemble the data required for the risk assessment. The Contractor will need to provide regular updates (every two weeks) to the TC Project Authority to advise them of their progress and any difficulties that have arisen.</p>	<p>Report detailing the data sets collected and processed by the Contractor</p>	<p>20 working days after Phase III complete</p>
<p>The TC Project Authority will provide the Contractor with the required data from Environment and Climate Change Canada and Fisheries and Oceans Canada. It will be the responsibility of the Contractor to acquire all other forms of data.</p>		

Should the Contractor encounter difficulty in obtaining the data sets from third parties, they must immediately notify in writing the TC Project Authority who will work with the Contractor to obtain the data sets where possible or to identify alternative sources. The Contractor will still be responsible for paying all costs associated with obtaining the datasets from third parties.

After obtaining the dataset, the Contractor must convert those data sets, not already in a GIS format, into GIS shape files. The data sets must then be structured in order to manipulate them into one model. This includes exploring and processing each data set to produce a treated data set that can be used in a model. New data sets generated from this process must be documented with industry recognized metadata format and detail.

Phase V – Revise Risk Assessment Methodology

The Contractor must review the TC risk methodology and identify any areas that require changes based on their expert opinion and stakeholder engagement.

Proposal for Changes 40 working days after Phase I complete

As part of this deliverable, the Contractor is expected to conduct eight engagement sessions with stakeholders in British Columbia on the risk assessment methodology. Proposed details on these engagement sessions are presented in Appendix C. Based on the results of these engagement sessions and the Contractor’s review of the methodology, the Contractor must submit a proposal outlined their proposed changes to the methodology.

Revised Methodology Documents 80 working days after Phase I complete

Once the proposal has been accepted by TC, the Contractor will proceed with making the required changes to the methodology.

Phase VI – Perform risk assessment for northern British Columbia, including stakeholder engagement

The Contractor must apply the revised methodology and complete an area risk assessment for northern British Columbia using the revised methodology. At a minimum, the risk assessment must include:

Draft Risk Report for northern British Columbia 80 working days after Phase V complete

1. An executive summary (no more than four pages) that summarizes the risk report and highlights the key findings.

Interim Briefing Presentation 40 working days after Phase V complete

2. A description of the northern British Columbia study area, including:

- details about the types and sizes of vessels operating in the region;
- variations in traffic density statistics due to seasonality;
- special operational area and details (naval and airborne exercise areas, offshore exploration and exploitation activities and seaplane activities);
- network focal point, or nodes, which indicate the geographical locations where close-quarter situations are likely to occur and, particularly, where there is crossing traffic;
- major fishing grounds, type of fishing, routes and the periods they are used by fishermen;
- sensitive biological and human environments along or adjacent to the proposed routes;
- marine areas designated under various jurisdictions; and
- First Nations communities.

Stakeholder Presentations Various dates

3. The results of running the risk assessment methodology, including a description of the results for the probability of a spill occurring,
4. A list of the spill scenarios which would include spill fate and behavior modeling must be presented. A range of scenarios should be presented, including the Contractor's estimation of the worst-case discharge for northern British Columbia.
5. The number and types of spill scenarios selected must be proportional to the pilot areas geographic size and relative risk profile. A rationale for spill scenario selection needs to be based on industry best practices, as adapted to local conditions, and well documented. Each spill scenario needs to identify the risk elements that informed its elevated risk profile (i.e. probability and impact) to guide the next phase of the work of risk-based response planning.

The Contractor must present an Interim Briefing including visual representation (a "heat map") of the relative risks within the pilot areas along with the corresponding relational database, geospatial database and other GIS related contents (e.g. Workspace, shape files, models) to the TC Project Authority and their Interdepartmental Area Risk Assessment Working Group (ARA WG) at a site to be organized by the TC Project Authority in the National Capital Region. The presentation must not take longer than two (2) hours including time for question and answers.

As part of this deliverable, the Contractor will be expected to perform a number of engagement sessions with stakeholders to present the draft risk results. The number of proposed meetings and their location is presented in Appendix C.

Phase VII - Co-ordinate and conduct peer review of the risk report for northern British Columbia

Peer Review Report	20 working days after Phase VI complete
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The Contractor must have a peer review performed of the risk assessment report for northern British Columbia. Sixty (60) days in advance of the scheduled Peer Review meeting(s), the Contractor must provide the list of proposed participants to be engaged in the Peer Review to TC for approval.

Once the list of participants is approved in writing by TC, the Contractor must co-ordinate and organize an independent Peer Review of the risk assessment report to identify any potential weaknesses or areas of improvement. The Contractor can choose to organize the Peer Review into a single event or multiple events and can choose to have the review done remotely or at a specific in person meeting(s). The Contractor must pay for all costs associated with the Peer Review.

The Contractor must then provide the results of this Peer Review process to TC and incorporate them into the final risk assessment report.

Phase VIII – Update risk assessment tools as required

Updated Risk Assessment Tools	20 working days after Phase VII complete
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Prior to the completion of the contract, the Contractor must provide Transport Canada with an updated version of the three tools described in Phase IV. The updated version of the tools must reflect the lessons learned during the performance of the risk assessment for northern British Columbia.

Phase IX – Complete final risk report for northern British Columbia

Revised Final Report	20 working days after
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The Contractor must draft and provide the TC Project Authority for their review and comment the Consolidated Final Report. At a minimum it must include:

Phase VII complete

- a) A detailed Executive Summary;
- b) Context of the study;
- c) A detailed description of methodologies and assumptions used to estimate risks;
- d) Limitations of study including an analysis of data availability and quality and how these have affected the completion of this ARA;
- e) A detailed description of results using maps and figures;
- f) Annexes providing information on risk models, consequences analysis, methodology and dataset;
- g) A detailed recommendation of a process for reviewing the risks on an ongoing basis and updating the risk assessment as required.
- h) A list of stakeholders consulted (including those who were invited to participate but declined); and,

The Contractor must draft and provide the TC Project Authority for their review and comment a PowerPoint presentation summarizing the findings. Upon the approval of the TC Project Authority, the Contractor must present the findings to up to 30 TC and other Government Departments and Agencies at a meeting to be organized in the National Capital Region by TC during a half day presentation.

Based on comments received at the Briefing and from the TC Project Authority, revise and finalize the Consolidated Final Report.

Phase X - Deliver final geospatial data outputs for northern British Columbia

Geodatabases with northern British Columbia data	20 working days after Phase IX complete
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Geospatial data processing output will be provided in an electronic/Arc GIS compatible format including Geospatial Datasets, Processed Geospatial Datasets, Structured data consistent with the Treasury Board of Canada Secretariat Standard on Geospatial Data (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16553§ion=text>) using ISO 19115, Metadata based on ISO 19115 (.xml format or xml compatible) and a Conceptual model of Data Processing.

A.2.2 Specifications and Standards:

Project Management of this contract must be consistent with ISO 31000 – Risk Management. All written deliverables must be provided in an electronic form compatible with Microsoft Office 2007 WORD (for reports) and PowerPoint (for presentations). The methodology must be provided in GIS compatible format such as shapefile (.shp), workspace (.mxd), geodatabase (.gdb), toolbox (.tbx) and programming language such as Python and SQL. Map products should also be provided in Layered PDF.

While the Contractor is ultimately responsible for building a methodology that includes all relevant datasets, relevant datasets have been identified as inputs for this type of analysis and has been grouped by risk element type with a description of its availability. Datasets are considered available if they can be provided to the Contractor by the Government of Canada without a purchase agreement or data sharing Memorandum Of Understanding (MOU) with a third party. Datasets that are available for purchase or through an MOU are considered accessible for the purposes of this Contract. Any dataset deemed mandatory by the Contractor that has been identified as not accessible may be replaced with a dataset that would be considered the best available based on industry best practices, as adapted to local conditions upon the written approval of the TC Project Authority.

Geospatial data processing output will be provided in an electronic/Arc GIS compatible format including Geospatial Datasets, Processed Geospatial Datasets, Structured data consistent with the Treasury Board of Canada Secretariat Standard on Geospatial Data (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16553§ion=text>) using ISO 19115, Metadata based on ISO 19115 (.xml format or xml compatible) and a Conceptual model of Data Processing.

A.2.3 Technical, Operational and Organizational Environment:

Should the Contractor require additional details related to the Technical, Operation and Organizational Environment for this work, the TC Project Authority will provide it to the Contractor on dates mutually agreed to for the information.

A.2.4 Reporting Requirements:

The Contractor's resource will provide to the TC Project Authority in electronic format (Word) a bi-weekly status report indicating the work completed by the Contractor's resources, the work planned for the upcoming period and any outstanding issues or challenges they wish to bring to the attention of the TC Project Authority.

A.2.5 Method and Source of Acceptance:

All deliverables and services rendered under this Contract are subject to inspection by the TC Project Authority. The TC Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

A.2.6 Project Management Control Procedures:

The TC Project Authority shall ensure the Contract will be brought in on time, on budget and of an acceptable quality (i.e. submission of progress reports, option analysis, etc.). The Contractor will attend Progress Review Meetings as required, and identify issues that will have an impact on timeline, budget or quality.

A.2.7 Change Management Procedures:

No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations of specifications, have been approved, in writing, by the Contract Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized in writing by the Contract Authority.

A.3.0 OTHER TERMS AND CONDITIONS OF THE STATEMENT OF WORK

A.3.1 Authorities and Governance:

The Contracting Authority:

The Contracting Authority is responsible for the management of this Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

Osman Zakir
Team Leader
Transport Canada
Materiel, Contracting, Security & Facility Management

275 Sparks Street
Ottawa, Ontario K1A 0N5
Telephone: (613) 991-3687
E-mail : osman.zakir@tc.gc.ca

TC Project Authority

To be provided at Contract Award

The TC Project Authority is responsible for all matters concerning the technical content of the Work under this contract. Any proposed changes to the scope of work are to be discussed with the TC Project Authority, but any resulting change can only be confirmed by a contract amendment issued by the Contracting Authority.

It is expected that the TC Project Authority will be supported by an Interdepartmental Steering Committee who will meet at a minimum on a monthly basis to assist the TC Project Authority in reviewing all deliverables; providing background information or datasets; and reviewing the various deliverables and progress of the Contractor.

A.3.2 TC's Obligations:

The TC Project Authority will provide/make available for the duration of this Contract:

- Access to government and departmental policies and procedures, publications, reports, studies, etc.;
- Access to a staff member who will be available to coordinate activities;
- Review all deliverables and provide all comments in writing within fifteen (15) working days; and
- Provide other appropriate assistance or support, as required.

A.3.3 Location of Work, Work Site and Delivery Point:

The majority of the work will be completed at the Contractor's site. However, the Contractor's primary contact for the work will be required to participate in bi-weekly teleconference meetings with the TC Project Authority and a number of face to face presentations as identified in Article 2.1. They may also be invited to participate, either in person or via teleconference, in interdepartmental meetings in Ottawa.

A.3.4 Language of Work:

The Work will be conducted in both official languages with all initial drafts of the deliverables provided in English only with French versions to be provided within (20) twenty days of approval of the English unless both Parties agree in writing to a different timeline. The Contractor is responsible for coordinating and paying for the costs associated with all translations.

The Contractor's resources involved in meetings with stakeholders identified by the TC Project Authority, must be fluent in both English and French. Fluent is defined as Written, Verbal, and Comprehension at an **intermediate level**. For the conduct of meetings with TC, other departmental organizations or any of the stakeholders identified by the TC project authority in the project engagement plan held in the Province of Quebec, the Contractor's resources must be fully bilingual (advanced). Please see legend below.

Legend	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas speak with a smoothness or flow with which sounds, syllables, words and phrases are joined together when speaking quickly. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> write texts where ideas are developed and presented in a coherent manner.

A.3.5 Security:

There are no security requirements for this project. Should the Contractor's resources require on site access to government facilities they will be escorted at all times.

A.3.6 Insurance Requirements:

It is the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract, and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractor at its own expense.

Any insurance secured is to the benefit and protection of the Contractor and shall not be deemed to release or diminish its liability in any manner including such liability as may be referenced elsewhere by the provisions of this Contract.

A.3.7 Ownership of Intellectual Property:

The Crown will retain ownership of the Intellectual Property related to the development and revision of the risk assessment methodology. The Intellectual Property for the software developed under Phase II and Phase VIII will remain with the Contractor. Transport Canada will be granted an indefinite license to use the software.

A.3.8 Use and Retention of Federal Data:

All data that is provided by TC or other federal departments to the Contractor for the purposes of performing the risk assessment or developing the software tools must only be used for this purpose. All data should be returned to the project authority at the completion of the contract. Should the Contractor wish to retain a copy of the data for legal purposes, they will be required to sign an agreement stating that the data will not be used for future projects.

A.3.9 Travel:

Travel of the Contractor's resources is part of this Contract and must be included in the all-inclusive fixed price.

4.0 PERIOD OF CONTRACT

The period of the Contract is from the date of Contract Award to a date based on the deliverable dates identified in Article 2.1 of the Terms of Reference. This date will not be beyond March 31, 2019.

EVALUATION CRITERIA

Evaluation Criteria & Selection Methodology

Acceptance of Request For Proposal Terms and Conditions

By submitting a Proposal in response to this Request for Proposal, the Bidder agrees that it has read, understood and accepted all of the terms and conditions of the Request for Proposal, including the Statement of Work, Evaluation Criteria, Selection Methodology and related appendices.

Evaluation of Proposals

Proposals submitted for this requirement shall clearly demonstrate that the Bidder meets all of the mandatory criteria. Failure to demonstrate this will result in the Proposal being declared NON-COMPLIANT and the Proposal will be given no further consideration.

Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “clearly demonstrated” for the purpose of the evaluation. Supporting data may include résumés and any other documentation necessary to clearly demonstrate the experience and knowledge attained. Simply repeating the statements contained in the Statement of Work is not sufficient.

In order to evaluate the number of years of experience attained, the Proposal shall, at a minimum, identify the month and year when the experience commenced and the month and year when the experience was completed. Failure to provide this information will be to the disadvantage of the Bidder. Failure to provide this information in response to a Mandatory Criteria, wherein the number of years of experience is required in order to calculate number of years’ experience attained, will result in the Proposal being declared NON-COMPLIANT.

Bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2003 to December 2003; project 2 timeframe is October 2003 to January 2004; the total months of experience for these two project references are seven (7) months.

The Proposal will be evaluated solely on its content and the documentation provided as part of the Bidder’s Proposal, except as otherwise specifically provided in this solicitation. Any information or personnel proposed as options or additions to the Work will NOT be evaluated.

It is recommended that Bidders include a grid in their proposals, cross-referring the items of the Statement of Work and Evaluation Criteria to statements of compliance with reference to supporting data and/or résumé documentation contained in their Proposals. Any misrepresentations discovered during the assessment will disqualify the entire Proposal from further evaluation.

Information to Bidders: The compliance grid, by and of itself, DOES NOT constitute clearly demonstrated evidence that the Bidder has met the mandatory criteria. As stated in the paragraphs above, the supporting data and/or résumé documentation will be accepted as evidence.

An evaluation team composed of government officials will evaluate the technical proposals on behalf of Canada. In addition, Canada reserves the right to include as evaluation members, non-government employees that are not placed in a conflict of interest by participating.

1. MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders’ Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal

to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria have been met.

For all experience cited, the following information must be identified in the proposed resources' résumés:

- i) The name of the client organization to whom the services were provided;
- ii) The name, telephone number and if applicable the email address of a representative of the client;
- iii) A brief description of the type and scope of the services that meet the identified criteria; and,
- iv) The dates and duration of the work (including the years/months of engagement and the start and end dates of the work).

Note: For purposes of the Criteria “corporate entity” can be interpreted as either the Prime Contractor or one of their Sub-contractors.

Mandatory Criteria	Compliant (Yes/No)	Reference to Bidder's Proposal
<p>M1. Experience completing Marine Oil Spill Risk Assessments</p> <p>The Bidder must provide evidence that their company or proposed resources have performed a minimum of four (4) marine oil spill risk assessment projects, each of which valued at a minimum of \$100,000 per project in the last ten (10) years.</p> <p>For the purposes of this evaluation, a marine oil spill risk assessment is being defined as a project where the probability and potential impacts/consequences of marine oil spills were evaluated. The bidder must provide a description of each project that clearly illustrates how they meet this criteria.</p> <p>If the Bidder is using a proposed resource to meet this criteria they must provide the resources' resume.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>M2. Experience with presenting marine oil spill risk assessment frameworks and/or risk assessment results with a range of government and non-government stakeholders</p> <p>The Bidder must provide evidence that their company or proposed resources have completed a minimum of four (4) marine oil spill risk assessment projects, each of which valued at a minimum of \$100,000 per project in the last ten (10) years, where they presented the risk assessment framework and/or risk results.</p> <p>For the purposes of this evaluation, a marine oil spill risk assessment is being defined as a project where the probability and potential impacts/consequences of potential marine oil spills were evaluated. The bidder must provide a description of each project that clearly illustrates how they meet this criteria.</p> <p>Government stakeholders is defined as provincial, municipal or federal officials and non-government stakeholders is defined as Indigenous groups, communities, industry and the general public.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Mandatory Criteria	Compliant (Yes/No)	Reference to Bidder's Proposal
<p>If the Bidder is using a proposed resource to meet this criteria they must provide the resources' resume.</p>		
<p>M3. Experience using software tools to calculate the probability of a potential oil spill</p> <p>The Bidder must provide evidence that their company or proposed resources have used software tools to calculate the probability of vessel incidents (i.e. collision, grounding, etc.) that could lead to oil spills. The Bidder must provide a brief description of the software.</p> <p>If the Bidder is using a proposed resource to meet this criteria they must provide the resources' resume.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>M4. Experience using software tools to calculate the trajectory of oil spills in Canadian waters</p> <p>The Bidder must provide evidence that their company or proposed resources have used software tools to calculate the trajectory of oil spills in Canadian waters. The Bidder must provide a brief description of the software they have used.</p> <p>If the Bidder is using a proposed resource to meet this criteria they must provide the resources' resume.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>M5. Proposed Resource working as a Specialist in Marine Oil Spill Preparedness and Response</p> <p>The resource proposed by the Bidder as the Specialist in Spill Preparedness and Response must have a minimum of six (6) years working in the field of marine oil spill preparedness and response, including the completion of at least one marine oil spill risk assessment.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>M6. Proposed Resource Experience organizing and conducting Peer Reviews</p> <p>The resource proposed by the Bidder to organize and conduct the Peer Review must have organized and conducted a peer review on a minimum of four (4) other risk assessment projects in the last ten (10) years.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>M7. Proposed Approach, Work Plan, etc.</p> <p>The Bidder must provide in their Technical Proposal the following details in sufficient detail to describe to show how it relates to the Phases, Tasks, Deliverables and Timelines identified in Article 2.1 of the Terms of Reference and include:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Mandatory Criteria	Compliant (Yes/No)	Reference to Bidder's Proposal
a) the General Approach which will be undertaken for the work; b) the Work Plan and Project Schedule (timeline) cross referenced against the tasks in the SOW and identifying all deliverables and key milestones; c) The Implementation Strategy that outlines how the Bidder proposes to perform the risk assessment for northern British Columbia. This Strategy can be high level but should outline the key steps in the implementation process and how consultation will be undertaken to validate the methodology; d) The proposed resources identifying their respective roles, responsibilities and proposed level of effort; and e) The Performance and Quality Control approach that will be undertaken.		
M8. Proposed oil spill probability tool The Bidder must provide a description of the tool they are proposing to use for northern British Columbia to estimate the probability of vessel incidents that could lead to oil spills. This tool will also be the one that is provided to Transport Canada as part of Phase II of the work. The tool must meet the requirements outlined in Phase II of the Statement of Work.		
M9. Proposed oil spill trajectory tool The Bidder must provide a description of the tool they are proposing to use for northern British Columbia to estimate the trajectory of a potential oil spills. This tool will also be the one that is provided to Transport Canada as part of Phase II of the work. The tool must meet the requirements outlined in Phase II of the Statement of Work.		

*** Proposals **not meeting** the above noted **Mandatory Criteria** shall be deemed “NON-COMPLIANT” and therefore will not be given any further consideration.***

2. RATED REQUIREMENTS:

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Bids MUST achieve an overall minimum score of 15 out of 25 possible points of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain at least 15 points of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

For all experience cited, the following information must be identified in the proposed resources' résumés:

- i. The name of the client organization to whom the services were provided;
- ii. The name, telephone number and if applicable the email address of a representative of the client;
- iii. A brief description of the type and scope of the services that meets the identified criteria provided by the resource; and,

- iv. The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
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R1. Experience completing Marine Oil Spill Risk Assessments	5	
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Beyond the four (4) marine oil spill risk assessment projects cited in support of M1, the Bidder can provide descriptions of other marine oil spill risk assessment projects completed in the last ten years to earn points for this criteria. These projects must be valued at a minimum of \$100,000 per project.

For example, if the Bidder has completed six marine oil spill risk assessments in the past ten years then four would count towards fulfilling M1. The other two projects would give the bidder two points in this category.

For the purposes of this evaluation, a marine oil spill risk assessment is being defined as a project where the probability and potential impacts/consequences of potential marine oil spills were evaluated. The bidder must provide a description of each project that clearly illustrates how they meet this criteria.

If the Bidder is using a proposed resource to meet this criteria they must provide the resources' resume.

Points Allocation:

For each project beyond those needed to fulfill M1, one (1) point will be assigned to a maximum of five (5) points.

R2. Proposed Resource working as a Specialist in Spill Preparedness and Response	5	
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Beyond the six years cited for M5, the resource proposed by the Bidder as the Specialist in Spill Preparedness and Response should have additional experience working in the field of oil spill preparedness and response, including the completion of marine oil spill risk assessments.

The bidder must provide the proposed resources' resume to support the evaluation of this criteria.

Points Allocation:

For each year (1) of such experience, beyond the six years needed to fulfill M5, one (1) point will be assigned to a maximum of four (4) points.

If the resource has completed a marine oil spill risk assessment in the last five (5) years, one (1) additional point will be assigned.

R3. Previous usage of proposed oil spill probability tool	5	
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The Bidder must provide a description of the tool they are proposing to use for northern British Columbia to estimate the

Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
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probability of a vessel incident that could lead to an oil spill. This tool will also be the one that is provided to Transport Canada as part of Phase II of the work. The description must include details on the following:

- How the tool uses AIS data to calculate the probability of a potential oil spill
- The proposed source of environmental conditions (wind, currents) data
- The types of accidents that are modelled by the tool
- How the tool estimates the severity of an oil spill

Points Allocation:

For each previous project that the proposed oil spill project tool has been used, (1) point will be assigned to a maximum of five (5) points.

R4. Proposed oil spill trajectory tool

5

The Bidder must provide a description of the tool they are proposing to use for northern British Columbia to estimate the trajectory of a potential oil spills. This tool will also be the one that is provided to Transport Canada as part of Phase II of the work. The description must include details on the following:

- How the tool would calculate the movement of oil in the marine environment
- The proposed source of environmental conditions (wind, currents) data
- The hydrodynamic model that would be used for northern British Columbia
- What weathering effects would be modelled

Points Allocation:

For each previous project that the proposed oil spill trajectory tool has been used, (1) point will be assigned to a maximum of five (5) points.

R5. Proposed approach

5

The proposed Approach and Methodology should meet the objectives and tasks identified in the SOW.

Points Allocation:

A score of five (5) points will be assigned if Bidder’s response to this criterion is in depth and the requirements in the SOW are exceeded. The knowledge, experience or approach demonstrated should ensure highly effective performance on this aspect of the Work. Addresses and exceeds all elements as outlined in the Statement of Work.

A score of four (4) points will be assigned if the Bidder’s response to this criterion addresses the requirement well. The knowledge, experience or approach demonstrated should ensure more than adequate performance on this aspect of the work. Addresses all elements as outlined in the Statement of Work.

A score of three (3) points will be assigned if the Bidder’s

Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
<p>response satisfactorily addresses this criterion. The knowledge, experience or approach demonstrated should meet the minimum needed for adequate performance on this aspect of the work. Addresses most elements as outlined in the Statement of Work.</p>		
<p>A score of two (2) points will be assigned if the Bidder's response minimally addresses this criterion. The knowledge, experience or approach demonstrated is insufficient for the effective performance of the work. Addresses some elements as outlined in the Statement of Work.</p>		
<p>A score of one (1) point will be assigned if the Bidder's responds to this requirement but does not address this criterion. The knowledge, experience or approach demonstrated is insufficient for the effective performance of the work.</p>		
<p>A score of zero (0) points will be assigned if the Bidder does not address this criterion. Does not address any elements as outlined in the Statement of Work.</p>		
Minimum Score	15	
Total Score Available	25	

3. SELECTION METHOD

Basis of Selection
<p>The Method of Selection to issue the resulting Contract is Proposal - Best Overall Value</p> <p>The technically responsive proposal that obtains the highest combined rating of technical merit and price, e.g. adding the technical score with the financial score to result in a Total Score, will be recommended for award of a Contract. Best Value shall be defined as the highest Total Score.</p> <p>Where two or more proposals achieve the identical highest combined technical (70%) and financial (30%) score, the proposal with the lowest total price will be recommended for award of a Contract.</p> <p><i>For each proposal:</i></p> <p>Calculation of Technical Score: the technical score is calculated by multiplying the score for the rated requirements by four.</p> <p>TECHNICAL SCORE = Rated Requirements Score x 70%</p> <p>Calculation of Financial Score: the financial score is calculated by giving full points (30) to the lowest priced responsive proposal (based on the proposal's Total Estimated Cost) and prorating all other responsive proposal financial scores accordingly.</p> <p>The calculation used to determine points for all other Bidders (other than the lowest) will be Lowest TOTAL ESTIMATED COST (\$) divided by Bidder's TOTAL ESTIMATED COST, multiplied by 30 points, as follows:</p> $\text{FINANCIAL SCORE} = \frac{\text{Lowest TOTAL ESTIMATED COST (\$)}}{\text{Bidder's TOTAL ESTIMATED COST (\$)}} \times 30$ <p>CALCULATION OF TOTAL SCORE:</p> <p>[Bidder's TECHNICAL SCORE (70)] + [Bidder's FINANCIAL SCORE (30)] = Bidder's TOTAL SCORE (100).</p> <p>The Number of Contracts to be awarded is One.</p>

Appendix C: Engagement Level of Effort

The Contractor will be expected to participate in a number of engagement sessions with stakeholders to present the risk assessment methodology, explain the tools that have been developed and present the results of the northern British Columbia risk assessment. The estimated level of effort for engagement is described below. Please note that this is just an estimate and may be adjusted. Most meetings will take place in northern British Columbia, although a small number of the total may take place in southern British Columbia.

Phase V – Revise Risk Assessment Methodology

The Contractor will be expected to attend meetings with local stakeholders to present the risk assessment methodology and gather feedback on both the methodology and the proposed risk assessment tools. The Contractor will be responsible for preparing all necessary materials for these meetings and submitting the material to TC at least two weeks in advance. Up to 8 meetings could take place for this phase.

Phase VI – Perform risk assessment for northern British Columbia, including stakeholder engagement

The Contractor will be expected to present the results of the risk assessment to stakeholders in northern British Columbia. The risk assessment results will need to be presented in three stages:

Stage One: Probability of a spill results

The Contractor will present the results of the probability analysis in order to gather feedback from stakeholders on the likely locations, severity and type of incidents that could occur. The Contractor will be responsible for preparing all necessary materials for these meetings and submitting the material to TC at least two weeks in advance. Up to 5 meetings could take place at this stage:

Stage Two: Consequence of a spill results

The Contractor will present the results of the consequence analysis in order to gather feedback from stakeholders on the modelling for the spread of potential oil spills and the effect that oil would have on environmental and socio-economic sensitivities. The Contractor will be responsible for preparing all necessary materials for these meetings and submitting the material to TC at least two weeks in advance. Up to 5 meetings could take place at this stage:

Stage Three: Draft risk reports

The Contractor will present the overall results of the risk assessment in order to gather feedback from stakeholders on the draft final report. The Contractor will be responsible for preparing all necessary materials for these meetings and submitting the material to TC at least two weeks in advance. Up to 6 meetings could take place at this stage:

TRANSPORT CANADA
APPENDIX "C"
GENERAL CONDITIONS

**GENERAL CONDITIONS
PROFESSIONAL SERVICES**

1. Interpretation

In the Purchase Order,

- 1.1. "Amendment" means "Revision";
- 1.2. "Contract" means "Purchase Order" and all the documents referred to and identified in the Contract, including these General Conditions;
- 1.3. "Departmental Contracting Authority" means the officer or employee of Her Majesty who is identified in the Contract and who executes the Contract;
- 1.4. "Departmental Representative" means the officer or employee of Her Majesty who is identified in the Contract and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;
- 1.5. "Her Majesty" includes Her Majesty the Queen in right of Canada or any agent of Her Majesty the Queen in right of Canada, and includes a Crown corporation and a departmental corporation.
- 1.6. "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.7. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
- 1.8. "per diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be prorated accordingly;
- 1.9. "prototypes" includes models, patterns and samples;
- 1.10. "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs;
- 1.11. "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

2. Priority of Documents

In the event of discrepancies or conflicts between these General Conditions and anything in the other documents making up the Contract, the General Conditions govern.

3. Successors and Assigns

The Contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

4. Assignment, Subcontracting and Novation

- 4.1. The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
 - 4.2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
 - 4.3. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.
 - 4.4. Neither the whole nor any part of the work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.
5. Time of the Essence
- 5.1. Time is of the essence of the Contract.
 - 5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
 - 5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
 - 5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.
 - 5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.
6. Indemnification

- 6.1. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions, suits and other proceedings, by whomever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work.
- 6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.3. The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

7. Notices

Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered by hand, or by courier, or if sent by registered mail, or facsimile or other electronic means that provides paper records of the text of the notice, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; if by facsimile or other electronic means, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

8. Termination or Suspension

- 8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.

- 8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.
 - 8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
 - 8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.
9. Termination due to Default of Contractor
- 9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:
 - 9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - 9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.
 - 9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.
 - 9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
 - 9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.
 - 9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.
10. Records to be kept by Contractor

- 10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.
 - 10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.
 - 10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.
11. Ownership of Intellectual and Other Property including Copyright
- 11.1. Technical documentation and prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.
 - 11.2. Technical documentation shall contain the following copyright notice:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Transport
 - 11.3. Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the Contract shall be the property of Her Majesty. The Contractor shall have no rights in and to such technical information and inventions. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the Contract, and shall not sell other than to Her Majesty any articles or things embodying such technical information and inventions.
12. Conflict of Interest and Post-Employment Measures
- 12.1. It is a term of the Contract that no individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.
 - 12.2. It is a term of the Contract that during the term of the Contract any persons engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from such principles, the Contractor shall declare it immediately to the Departmental Representative.
 - 12.3. It is a term of the Contract that any persons engaged in the course of the Contract and subsequent to it shall conduct themselves in a manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the Contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Departmental Representative.

12.4. It is a term of the Contract that no individual, for whom the provisions of the *Conflict of Interest Act* apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable provisions of the *Act*.

13. Contractor Status

This is a contract for the performance of a service and the Contractor is engaged under the Contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, or Income Tax.

14. Warranty by Contractor

14.1. The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

14.2. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which would generally be expected of a competent contractor in a like situation.

15. Member of House of Commons

No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise therefrom.

16. Amendments

16.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment signed by the Departmental Contracting Authority.

16.2. No increase in the total liability of Her Majesty or in the price of the work resulting from any change, modification or interpretation of the documents will be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior approval in writing of the Departmental Contracting Authority.

17. Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

18. Payment by the Minister

18.1. Applicable when the Terms of Payment specify PROGRESS payments.

18.1.1. Payment by the Minister to the Contractor for the work will be made:

18.1.1.1. in the case of a progress payment other than the final payment, within 30 days following the date of receipt of a duly completed progress claim or invoice, or

18.1.1.2. in the case of a final payment, within 30 days following the date of receipt of a duly completed final claim or invoice, or within 30 days following the date on which the work is completed, whichever is the later.

18.1.2. If the Minister has any objection to the form of the claim or invoice, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the claim or invoice. "Form of the claim or invoice" means a claim or invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

18.2. Applicable when the Terms of Payment specify payment on COMPLETION.

18.2.1. Payment by the Minister to the Contractor for the work will be made within:

18.2.1.1. 30 days following the date on which all of the work has been delivered at the location(s) specified in and pursuant to the Contract and all other work required to be performed by the Contractor under the terms of the Contract has been completed, or

18.2.1.2. 30 days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract, whichever is later.

18.2.2. If the Minister has any objection to the form of the invoice or substantiating documentation, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the invoice. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

19.1.1. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short-term advances to members of the Canadian Payments Association,

19.1.2. "date of payment" means the date of the negotiable instrument drawn by the Receiver General or Canada and given for payment of an amount due and payable,

19.1.3. an amount is "due and payable" when it is due and payable by the Minister to the Contractor in accordance with the terms of the Contract, and

19.1.4. an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

19.2. The Minister shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) per cent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

19.3. The Minister shall not be liable to pay interest in accordance with Article 19.2 if the Minister is not responsible for the delay in paying the Contractor.

19.4. The Minister shall not be liable to pay interest on overdue advance payments.

20. Schedule and Location of Work

- 20.1. Where the work is to be performed in the offices of the Department of Transport, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the Department of Transport.
- 20.2. Where work is to be performed at locations other than those described in Article 20.1, the schedule and location of work will be set forth in the Statement of Work.
21. No Other Benefits
- 21.1. It is understood and agreed that the Contractor will act as an independent contractor and that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in the Terms of Payment.
- 21.2. It is further understood and agreed that entry into the Contract will not result in the appointment or employment of the Contractor as an employee, servant or agent of Her Majesty.
22. Applications, Reports, Payments by Contractor and Applicable Legislation
- 22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.
- 22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.
- 22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.
- 22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.
23. Minister's Responsibilities
- The Minister shall provide such support, guidance, direction, instruction, acceptances, decisions and information as deemed necessary or appropriate under the Contract.
24. Certification - Contingency Fees, Criminal Code, Public Disclosure
- 24.1. The contractor declares that the contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act;
- 24.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;
- 24.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;

- 24.4. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information — other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act — relating to the contract; and
- 24.5. If the contractor makes a false declaration under paragraph (a) or (c) or fails to comply with the terms set out in paragraph (b) or (d), it is an act of default under the contract and the contractor agrees, in addition to any other remedies that may be available against the contractor, to immediately return any advance payments and agrees that the contracting authority may terminate the contract.
- 24.6. **In this Article:**
- 24.6.1. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.

TRANSPORT CANADA

APPENDIX "D"

**MAXIMUM ALLOWANCES FOR TRAVEL,
ACCOMMODATION, MEALS AND INCIDENTAL
EXPENSES IN CANADA AND USA**

**MAXIMUM ALLOWANCES FOR TRAVEL, ACCOMMODATION,
MEALS AND INCIDENTAL EXPENSES IN CANADA AND USA**

1. The following prescribes the maximum amounts payable for expenses incurred while on travel status for authorized transportation, accommodation, meals and incidental expenses in Canada and continental U.S.A.
2. The amounts listed in Section 6 and Section 7 are inclusive of taxes. The Contractor must claim travel expenses NET OF ANY INPUT TAX CREDITS obtained from Revenue Canada.
3. Taxes are not applicable to the per diem rates for travel in the U.S.A.
4. The Contractor shall be reimbursed for actual and reasonable costs upon evidence of payment as described hereunder.
5. Definitions
 - 5.1. "Reasonable" costs for travel and accommodation shall be interpreted as meaning:
 - 5.1.1. Travel: standard commercial transportation at a level up to full-fare economy. (Additional costs incurred for business class or first class will not be reimbursed.)
 - 5.1.2. Accommodation: standard commercial accommodation. Additional costs incurred for luxury accommodation will not be reimbursed. The allowance for accommodation at private non-commercial facilities is \$50.00 per night.
6. Kilometre rates payable in cents per kilometre for pre-authorized use of private cars:

The kilometric rate payable when a Canadian registered vehicle is driven on government business travel in more than one province or in the USA shall be the rate applicable to the province or territory of registration of the vehicle.

<u>Provinces</u>	<u>Cents/Km (taxes included)</u>
Alta.	44.0
B.C.	48.0
P.E.I.	47.0
Man.	50.5
N.B.	53.0
Nfld. and Labrador	51.5
N.W.T.	46.5
N. S.	63.0
Nunavut	51.0
Ont.	61.0
P.Q.	57.0
Sask.	50.5
Yukon	62.5

7. Meals and Allowances

	Canadian \$ (taxes included)			
	Canada & USA ¹ (except Alaska)	Yukon and Alaska	N.W.T.	Nunavut
Meal Allowances				
• breakfast	\$16.80	\$16.20	\$22.85	\$24.40
• lunch	\$17.00	\$19.10	\$25.20	\$35.15
• dinner	\$45.00	\$52.55	\$57.35	\$74.55
Incidental expense allowances (per day, with overnight stay)	\$17.30	\$17.30	\$17.30	\$17.30

1. Rates in the USA are the same as in Canada but paid in US funds.

8. The following expenses shall be supported by original vouchers, receipts or other appropriate documents:

8.1. commercial transportation costs;

8.2. overnight accommodation expenses, excluding accommodation at private non-commercial facilities (see Section 5.1.2);

8.3. excess luggage charges;

8.4. taxis charges, where the fee exceeds \$10.00. For travel of less than one day, receipts are required for all taxi charges.

8.5. parking charges;

8.6. long distance telephone, telegraph, telex, cable, express charges;

8.7. currency exchange charges.

TRANSPORT CANADA
APPENDIX "E"
INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

- 1.1. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract,
- 1.2. "Tender Closing Time" refers to the date, hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

2. TENDER CLOSING

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Invitation to Tender. Tenders received after Tender Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Minister reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date, hour and minute.

3. TENDER OPENING

In the case of a Public Tender Opening

- 3.1. Tenders are opened in public at a location specified in the Invitation to Tender as soon as possible after Tender Closing Time unless specific instructions to the contrary regarding tender opening are included in the Invitation to Tender.
- 3.2. Where only one tender is received, the Minister reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded.

4. OFFICIAL TENDER FORMAT

Tenders must be submitted in the format provided and must be properly executed and submitted as instructed.

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

Tenders may be revised by letter or printed telecommunication provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

7. TENDER SECURITY

- 7.1. If specified in the Invitation to Tender, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled "Tender Security Requirements".
- 7.2. All tender security will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8.

8. CONTRACT SECURITY

8.1. If specified in the Invitation to Tender, the successful tenderer will provide contract security, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Contract Security Requirements".

8.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or Surety Company that the required contract security will be provided upon notification of contract award to the successful tenderer.

9. INSURANCE

9.1. If specified in the Invitation to Tender, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Insurance Conditions".

9.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is mandatory that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

10. SIGNING OF DOCUMENTS

See attached form entitled "Requirements for Signature and Description of Parties Other Than Her Majesty".

11. TENDER VALIDITY PERIOD

11.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 60 days following Tender Closing Time.

11.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 60-day period for acceptance of tenders for a further 60-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.

11.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the tender security shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the ministerial notice. In the event the tenderer does not respond to the ministerial notice, the tenderer shall be conclusively deemed to have accepted the extension referred to in the ministerial notice.

12. INCOMPLETE TENDERS

12.1. Incomplete or conditional tenders will be rejected.

12.2. Tenders that omit any mandatory requirements specified in the Invitation to Tender will be rejected.

12.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

13. REFERENCES

The Minister reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as the Minister may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

14. LOWEST TENDER NOT NECESSARILY ACCEPTED

“Lowest or any bid not necessarily accepted. Canada reserves the right to:

- a. Reject any or all bids received in response to the bid solicitation;
- b. Cancel the bid solicitation at any time;
- c. Reissue the bid solicitation; and
- d. Negotiate with the sole responsive bidder to ensure best value to Canada.

By submitting a bid, the Bidder acknowledges Canada’s rights under this section and waives any claim, or cause of action, against Canada by reason of Canada’s exercise of its rights under this section, whether such claim or cause of action arises in contract, negligence, or otherwise”.

TRANSPORT CANADA
APPENDIX "F"
REQUIREMENTS FOR SIGNATURE

**CONTRACTS AND OTHER LEGAL DOCUMENTS
(COMMON-LAW PROVINCES)**

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

<u>PARTIES</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
INCORPORATED COMPANY	(exact name), a corporation duly incorporated under the laws of _____ and having a head office and principal place of business at _____.	By the representative(s) duly authorized by a resolution of the board of directors.
PARTNERSHIP (two or more partners)	(1) (name), (occupation), (address) of each acting partner carrying on the partnership business. (2) If the partnership operates under a name other than the name of the partners, state the name and style under which it carries on business.	By one or more partners duly authorized to sign on behalf of partnership.
SOLE PROPRIETORSHIP (single individual enterprise)	(1) (name), (occupation), (address) of individual carrying on business under his/her personal name. (2) If the business is carried out under a "trade name", the trade name may be included after the name of the sole proprietor such as: "Mr. X carrying on business under the name and style of _____".	By the sole proprietor. By the sole proprietor under the trade name: ex. X reg. By: _____ (X's signature)
MUNICIPALITY	(name of municipality) incorporated under the laws of the Province of _____, herein acting through and represented by (name), one of its officers duly authorized under a resolution of its Council adopted on the ____ day of _____, 2____.	By the municipal officer(s) authorized by a resolution of the Municipal Council.

IMPORTANT:

Certain provinces* require that documents bear the seal of the tenant or the bidder in the case of:
 (a) leases in excess of three years or any other disposition of land or an interest therein; and
 (b) offers submitted in response to any invitation to tender which requires that the offer remain outstanding without revocation until the tender validity date has expired.

* *Statute of Frauds*, R.S.O., 1990, c.S.19, ss 1, 2 and 3.

**CONTRACTS AND OTHER LEGAL DOCUMENTS
(PROVINCE OF QUEBEC)**

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

<u>PARTIES</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
INCORPORATED COMPANY	(exact name), a corporation whose head office is located at _____, which has been duly incorporated and is validly existing under the laws of Quebec.	By the representative(s) authorized by a resolution of the board of directors.
PARTNERSHIP		
(I) General Partnership two partners or more (persons or legal persons)	Name and type of the partnership contained in the Declaration of Partnership, having its head office at _____, Province of Quebec.	By one or more partner(s) duly authorized to sign on behalf of partnership.
(II) Limited Partnership two partners or more (person or legal persons)	Same as above.	By one or more general partner(s).
(III) Undeclared Partnership two partners or more (persons or legal persons)	(name) and (domicile) of each partner carrying on business in an Undeclared Partnership.	By each of the partners.
SOLE PROPRIETORSHIP (single individual enterprise)	(name), (occupation), (domicile) of sole proprietor carrying on business under his personal name. If the business is carried out under a trade name, the trade name should be included after the name of the individual such as: "Mr. X carrying on business under the name and style of _____".	By the sole proprietor. By the sole proprietor under the trade name Ex. X reg'd By: _____ (Signature of X)
MUNICIPALITY	(name of municipality), incorporated under the laws of the Province of Quebec, herein acting through and represented by (name), one of its officer(s) duly authorized by a resolution of its Council adopted on the _____ day of _____, 2_____.	By the municipal officer(s) authorized by resolution of the Municipal Council.

COMMENTS:

In Quebec, the seal is not required and adds nothing to the document. Any such requirement on a blank form can be ignored.

TRANSPORT CANADA
APPENDIX "G"
PROGRAM FOR EMPLOYMENT EQUITY

**FEDERAL CONTRACTORS PROGRAM
FOR EMPLOYMENT EQUITY
AN IMPORTANT NOTICE FOR BIDDERS**

The Federal Contractors Program (FCP) requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity*, as a precondition to the validation of their bids. Your organization is covered by this program:

- 1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT WORTH \$200,000 OR MORE AND;**
- 2. IF YOU HAVE 100 OR MORE PERMANENT PART-TIME AND/OR PERMANENT FULL-TIME EMPLOYEES ACROSS CANADA**

If both conditions apply, you must enclose with your bid either a signed Certificate of Commitment or, if you had submitted one earlier, quote the official certificate number assigned by the FCP. **Please note that, without a signed Certificate of Commitment, or a Certificate number, your bid is liable to be rejected.**

Please complete the form below. In cases where the FCP requirements do not apply please check the applicable box. **The completed form must always be returned with your bid.**

*The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are available upon request through your contracting officer.

**PROGRAMME DE CONTRATS FÉDÉRAUX
POUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI
AVIS IMPORTANT AUX SOUMISSIONNAIRES**

En vertu du Programme de contrats fédéraux (PCF), certaines entreprises qui soumissionnent des marchés fédéraux doivent s'engager formellement à mettre en oeuvre un programme d'équité en matière d'emploi* avant que leur soumission puisse être validée. Votre organisation est assujettie au programme:

- 1. SI VOUS SOUMISSIONNEZ UN MARCHÉ DE BIENS OU DE SERVICES D'UNE VALEUR DE 200 000 \$ OU PLUS ET**
- 2. SI ELLE COMPTE 100 EMPLOYÉS PERMANENTS OU PLUS, À TEMPS PARTIEL OU À TEMPS PLEIN, À L'ÉCHELLE NATIONALE**

Si les deux conditions sont remplies, vous devez joindre une attestation d'engagement dûment signée ou, si vous en avez déjà présenté une, indiquer le numéro officiel qui vous a été attribué dans le cadre du PCF. **Veillez noter que les soumissions non accompagnées d'une attestation signée ou d'un numéro d'attestation pourront être rejetées.**

Veillez remplir le formulaire ci-dessous. Lorsque que le PCF ne s'applique pas, veuillez cocher la case pertinente. **Le présent formulaire doit toujours être joint à votre soumission.**

*Si les critères d'application du PCF et les renseignements généraux ne sont joints aux présentes, vous pouvez les obtenir sur demande auprès de votre agent de négociation des marchés.

NOTE - NOTA

ALL BIDDERS MUST CHECK THE APPLICABLE BOX(ES) BELOW.
TOUS LES SOUMISSIONNAIRES DOIVENT COCHER LES CASES PERTINENTES CI-DESSOUS.

FAILURE TO COMPLETE AND RETURN THIS FORM WILL RENDER BIDS LIABLE TO BE REJECTED.
SI VOUS OMETTEZ DE REMPLIR ET DE RENVOYER LE PRÉSENT FORMULAIRE VOTRE SOUMISSION POURRA ÊTRE REJETÉE.

- COPY OF SIGNED CERTIFICATE OF COMMITMENT IS ENCLOSED
 DOUBLE DE L'ATTESTATION D'ENGAGEMENT EST CI-JOINT.

OR - OU

- CERTIFICATE NUMBER IS
 LE NUMÉRO OFFICIEL DE L'ATTESTATION EST _____

OR - OU

PROGRAM REQUIREMENTS DO NOT APPLY FOR REASON CHECKED BELOW:
LE PROGRAMME NE S'APPLIQUE PAS POUR LES RAISONS SUIVANTES:

- BID IS LESS THAN \$200,000;
 LA VALEUR DE LA SOUMISSION EST INFÉRIEURE À 200 000 \$;
- THIS ORGANIZATION HAS FEWER THAN 100 PERMANENT PART-TIME AND/OR FULL TIME EMPLOYEES;
 VOTRE ORGANISATION COMPTE MOINS DE 100 EMPLOYÉS PERMANENTS, À TEMPS PARTIEL OU À TEMPS PLEIN;
- THIS ORGANIZATION IS SUBJECT TO THE EMPLOYMENT EQUITY ACT.
 VOTRE ORGANISATION EST ASSUJETTIE À LA LOI SUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI.

NAME AND ADDRESS OF ORGANIZATION
NOM ET ADRESSE DE L'ORGANISATION

FEDERAL CONTRACTORS PROGRAM
INFORMATION FOR SUPPLIERS AND CONTRACTORS

OBJECTIVE

The objective of the Federal Contractors Program (FCP) is to ensure that suppliers of goods and services who do business with the Government of Canada achieve and maintain a fair and representative workforce in compliance with the FCP Criteria for Implementation and the Employment Equity Act.

DESCRIPTION

Suppliers of goods and services to the federal government that

- have a national workforce of 100 employees or more and
- are bidding on contracts valued at \$200,000.00 or more

are required to commit themselves to implementing employment equity as a condition of their bid. Upon bidding on a contract, the supplier of goods and services signs a *Certificate of Commitment* and receives a Certificate Number from Human Resources Development Canada (HRDC) Labour.

Once an organization's bid for a government contract has been accepted and meets the above requirements, the organization becomes a federal contractor subject to the FCP. Federal contractors are randomly selected for a compliance review after one year in the Program. The FCP is administered by HRDC Labour.

REQUIREMENTS

The FCP requires contractors to implement employment equity measures consistent with the 11 FCP Criteria for Implementation. Such measures require the identification and removal of barriers to the selection, hiring, promotion, and training of members of the designated groups; that is, women, Aboriginal peoples, persons with disabilities, and members of visible minorities.

Contractors must also take steps to improve the employment status of these designated groups by increasing their participation in all levels of employment within their organizations. **Failure to subsequently comply with prescribed employment equity obligations will result in the loss of opportunity to bid on government contracts.**

OPERATION

There are three essential steps in the implementation and operation of the FCP for employment equity:

- Certification
- Implementation
- Compliance Review

The timing of each step varies on a case-by-case basis and is not prescribed by the Program.

Step 1: Certification

Organizations that have a national workforce of 100 employees or more and who wish to, or are invited to, bid on federal government contracts valued at \$200,000.00 or more, must first certify in writing their commitment to implement employment equity according to specific criteria.

Step 2: Implementation

Upon having been awarded a federal government contract valued at \$200,000.00 or more, contractors must implement employment equity in keeping with the terms and conditions of the FCP Criteria for Implementation. Essential components of this process are the development and implementation of a plan of action and the means to monitor the following activities:

- Removal of discriminatory barriers to the employment and promotion of designated groups, including the elimination or modification of all human resources practices and systems that cannot be shown to be bona fide occupational requirements;
- Improvement in the participation of designated group members throughout the contractor's organization through hiring, training and promotion;
- Introduction of special measures and the establishment of internal goals and timetables towards the achievement of employment equity through recruitment, hiring, training, and promotion of designated group members, and through the provision of reasonable accommodations to enable members of such groups to compete with others on an equal basis; and
- Retention of records regarding the employment equity implementation process for assessment by HRDC Labour officers.

Step 3: Compliance Review

In-depth compliance reviews will be conducted by HRDC Labour officers to

- review the records and documents kept by contractors;
- assess compliance with the FCP Criteria for Implementation and the results obtained;
- determine the extent of efforts made by contractors on behalf of designated groups; and
- measure the performance levels attained by contractors.

If the compliance review results are positive, the process is complete and the contractor is so informed.

If the compliance review results are negative, the contractor is so informed and is expected to initiate remedial action for review within a prescribed time limit not to exceed 12 months.

When a contractor is found in non-compliance with the Program, appeals and sanctions may follow. The timing of each step is dependent upon individual circumstances.

APPEALS AND SANCTIONS

The contractor has the right to appeal an unfavorable finding resulting from a compliance review to the Minister of Labour. In that instance, an independent review will be undertaken to study the findings of the original compliance review and advise the Minister of Labour. In the event that the results of the independent review indicate a failure to comply, sanctions will be applied including the contractor's exclusion from bidding on federal government contracts.

FCP CRITERIA FOR IMPLEMENTATION

The FCP Criteria for Implementation provide contractors with a framework for planning and implementing an effective employment equity program within their organizations. **The following summaries of each of the criteria are intended as brief points of reference.** For detailed descriptions of each of the FCP Criteria for Implementation, please refer to the [Federal Contractors Program-Criteria for Implementation](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/criteria.shtml) on the HRDC website at the following address:

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/criteria.shtml>

Criterion 1: Communication of Employment Equity to Employees

Contractors can fulfill this criterion by communicating with employees, through the Chief Executive Officer or President, about

- a corporate objective to achieve employment equity for the four designated groups (women, Aboriginal peoples, persons with disabilities, and members of visible minorities);
- the measures the organization has undertaken or will undertake to develop an employment equity program and meet the corporate objective; and
- progress toward implementation of employment equity.

Criterion 2: Assignment of a Senior Official to be Responsible for Employment Equity

Contractors can fulfill this criterion by assigning a senior official to be responsible for employment equity. It is important that the senior official given this responsibility be known and respected throughout the organization, with sufficient authority and available resources to effect necessary changes. The responsibilities of the senior official are to

- demonstrate the commitment among senior management to employment equity;
- select staff members to comprise an Employment Equity Committee;
- encourage union representatives to participate; and
- ensure that the other 10 FCP Criteria for Implementation are carried out with the support of the above-noted individuals.

Criterion 3: Collection and Maintenance of Workforce Information

Contractors can fulfill this criterion by collecting and recording the data for all employees and each of the designated group members. The data to be collected includes

- internal representation data (stock data), collected via a self-identification survey. For accurate data collection and further analysis, the organization is required to achieve a high response rate to the survey;
- hiring, promotions, and terminations data (flow data) that will allow the contractor to track the progress of employment equity over time; and
- salary data, including top and bottom salary ranges.

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by

- analyzing the organization's internal representation data (stock data) generated in criterion 3;
- developing a narrative summary of the results of the analysis; and
- incorporating the data analysis and narrative summary (workforce analysis) into the Employment Equity Plan (criterion 7).

Criterion 5: Employment Systems Review

Contractors can fulfill this criterion by

- analyzing the hiring, promotions, and terminations data (flow data) generated in criterion 3;
- conducting an intensive review of all formal and informal employment systems, policies and practices;
- modifying any policies and practices that might discourage designated group members from applying for employment or participating fully in the organization's opportunities and benefits; and
- demonstrating that new policies and procedures are practiced at all levels of the organization.

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing

- numerical goals to address any deficiencies identified in the workforce analysis (criterion 4) and in the flow data analysis in the employment systems review (criterion 5); and
- non-numerical (qualitative) goals to address any deficiencies identified in the employment systems review (criterion 5).

Criterion 7: Development of an Employment Equity Plan

Contractors can fulfill this criterion by developing, implementing, and revising an Employment Equity Plan that contains all the components of the FCP Criteria for Implementation.

The objective of the Employment Equity Plan is to guide the organization toward meeting its employment equity goals. It should contain a sequence of tasks and activities to be assigned to individuals or units within the organization, scheduled according to a definite timetable.

The plan should be viewed as a working document, and as such, be reviewed regularly. Changes to the plan should be made as needed when a goal or activity needs to be altered. The plan should form an integral part of the organization's overall operational planning process.

Criterion 8: Adoption of Positive Policies and Reasonable Accommodation

Contractors can fulfill this criterion by taking proactive measures within their organizations to accelerate the entry, development, and promotion of designated group members. The aim of these measures is to redress past inequities and directly increase the representation of designated groups in the organization's workforce.

Criterion 9: Establishment of a Positive Work Environment

Contractors can fulfill this criterion by creating a corporate environment that not only encourages the introduction of new employees from designated groups, but that is also conducive to the movement of these employees from one occupational level in the organization to another.

Criterion 10: Adoption of Monitoring Procedures

Contractors can fulfill this criterion by including in the organization's *Employment Equity Plan*, a plan to regularly monitor and evaluate the organization's employment equity program, and retain all relevant statistics and documentation.

Criterion 11: Authorization to Enter Premises

Contractors can fulfill this criterion by permitting an on-site review, conducted by an HRDC Labour officer, in order to determine the organization's progress toward achieving a representative workforce that meets the conditions of the FCP.

Labour Branch

Direction générale du travail

Federal Contractors
Program

Programme de contrats fédéraux

Certificate of Commitment to Implement Employment Equity

ORGANIZATION			
Legal name of organization	Parent company is located outside Canada <input type="checkbox"/> Yes <input type="checkbox"/> No		
Operating Name (if different)			
Type of Industry (sector, purpose, etc.)	Total no. employees in Canada (Full-Time/Part-Time) ►		
HEAD OFFICE			
Address (street, building, etc.)	City	Province	Postal Code
	Telephone	Fax	
EMPLOYMENT EQUITY CONTACT			
Name		Title	
Telephone	Email		
CERTIFICATION			
The above-named organization: <ul style="list-style-type: none"> having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, AND intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more, hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.			
SIGNATORY			
NOTE: If the person who signs this certificate on behalf of the organization named above is NOT the Chief Executive Officer, it is understood that they hold a senior management position with the authority to implement Employment Equity in the organization.			
Name (print)		Title	
Signature		Date	
RETURN INSTRUCTIONS			
IMPORTANT <ul style="list-style-type: none"> You must include the <i>signed original</i> of this form with your bid. You must also fax a <i>copy</i> of the signed form to Labour Branch, at (819) 953-8768. 			

Criteria for Implementation

1. Communication of Employment Equity to Employees
2. Assignment of Senior Official to be Responsible for Employment Equity
3. Collection of Workforce Information
4. Workforce Analysis
5. Employment Systems Review
6. Establishment of Goals
7. Development of an *Employment Equity Plan*
8. Adoption of Positive Policies and Reasonable Accommodation
9. Establishment of a Positive Work Environment
10. Adoption of Monitoring Procedures
11. Authorization to Enter Premises

Please refer to the document *Information for Suppliers and Contractors* for more details about the Federal Contractor's Program (FCP) Criteria for Implementation.

TRANSPORT CANADA

APPENDIX "H"

BIDDER'S DECLARATION

Bidder's Declaration

Protected "B" when completed

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

Date of the bid: (YY-MM-DD)

Have you ever, as the bidder, your affiliates or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions:

Financial Administration Act

- 80(1) d): False entry, certificate or return
- 80(2): Fraud against Her Majesty
- 154.01: Fraud against Her Majesty

Yes [] / No []

Comments:

Criminal Code

- 121: Frauds on the government and contractor subscribing to election fund
- 124: Selling or Purchasing Office
- 380: Fraud - committed against Her Majesty
- 418: Selling defective stores to Her Majesty

Yes [] / No []

Comments:

In the last 3 years, have you, as the bidder, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions:

Criminal Code

- 119: Bribery of judicial officers,...
- 120: Bribery of officers
- 346: Extortion
- 366 to 368: Forgery and other offences resembling forgery
- 382: Fraudulent manipulation of stock exchange transactions
- 382.1: Prohibited insider trading
- 397: Falsification of books and documents
- 422: Criminal breach of Contract
- 426: Secret commissions
- 462.31: Laundering proceeds of crime
- 467.11 to 467.13: Participation in activities of criminal organization

Yes [] / No []

Comments:

Competition Act

- 45: Conspiracies, agreements or arrangements between competitors
- 46: Foreign directives
- 47: Bid rigging
- 49: Agreements or arrangements of federal financial institutions
- 52: False or misleading representation
- 53: Deceptive notice of winning a prize

Yes [] / No []

Comments:

Corruption of Foreign Public Officials Act

- 3: Bribing a foreign public official
- 4: Accounting
- 5: Offence committed outside Canada

Yes [] / No []

Comments:

Controlled Drugs and Substances Act

- 5: Trafficking in substance
- 6: Importing and exporting
- 7: Production of substance

Yes [] / No []

Comments:

Other acts

- 239: False or deceptive statements of the *Income Tax Act*
- 327: False or deceptive statements of the *Excise Tax Act*

Yes [] / No []

Comments:

Additional comments:

This space is for additional comments

This space is for additional comments

This space is for additional comments

I, (name) _____, (position) _____, of (company name – bidder) _____ authorize Public Works and Government Services Canada (PWGSC) to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

I, (name) _____, (position) _____, of (company name – bidder) _____ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Completed Declaration Forms should be sent to PWGSC. To send through mail, please use a sealed envelope marked 'Protected B' to the attention of:

Integrity, Departmental Oversight Branch,
Public Works and Government Services Canada
11 Laurier Street
Place du Portage, Phase III, Tower A, 10A1 – room 105
Gatineau (Québec) Canada, K1A 0S5

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR Risk Assessment
NUMBER - NUMÉRO T8080-170155
DATE DUE - DÉLAI October 27, 2017, 14:00 HRS (2:PM) OTTAWA TIME

TENDER - SOUMISSION

TENDER RECEPTION

Transport Canada
 Mail Operations (Food Court Level)
 Place de Ville Tower "C"
 330 Sparks Street
 Ottawa , Ontario (K1A 0N5)